

December 27, 2012

INVITATION TO BID #13-06

Sealed bids for dumpster service garbage collection and disposal for one (1) year and month to month thereafter upon mutual consent of both parties, for the City of Birmingham, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., January 31, 2013, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet, bidder is responsible for checking the website for addenda until bid opening date, and mailed to only those vendors who were provided a copy in person or by mail.

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier's check or a bid bond payable to the City of Birmingham in the amount of \$500.00. In order for any bid award to be considered that exceeds \$10,000.00, it must be accompanied by an acceptable bid bond or check. Bid bond checks will be returned to all unsuccessful bidders after formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

Bids are to be submitted on the bid form provided, and all bids are to be f.o.b. Birmingham, Alabama delivered.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID - DUMPSTER SERVICE GARBAGE COLLECTION & DISPOSAL - 2:00 P.M., 01-31-13.**" Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. **(DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL).** However, bids sent by any express carrier (Federal Express, UPS, Airborne, etc.) must be mailed to 710 North 20th Street, and specify delivery to P-100 First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., January 31, 2013. Bids received after this time will not be considered.

W. E. Caffee, Assistant Purchasing Agent

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Attachments
B.N. 01-02-13

SPECIFICATIONS FOR DUMPSTER SERVICE FOR THE CITY OF BIRMINGHAM

GENERAL: It is the intent and purpose of this bid to enter into a contract for the efficient, healthful and aesthetic collection, hauling and disposal of non-hazardous and non-infectious solid waste for City buildings and facilities of the City of Birmingham, Alabama. City will issue individual purchase orders for each department and location participating in this contract. Vendor must provide separate itemized billing for each unit serviced. Contract will be awarded based on the pricing of the specific locations listed on the bid form as a total lot. Pricing for charges for additional dumps and unit pricing for possible future placement will not be factors in the award.

The proposed contract shall extend for a minimum time frame of one (1) year, with month to month extensions thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. Prior to the end of the initial contract year or during extension phase of this contract, the successful bidder shall give the City an advanced thirty (30) days written notice of his intent not to extend the contract on a month to month basis. The life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed.

Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama Section 40-12-222). For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by State of Alabama Code, Section 41-16-50, in determining the low bidder.

The City of Birmingham does not anticipate utilization of a long, formal written contract document to bind the City and the successful bidder. The City will issue purchase orders to the successful bidder as service is required. The successful bidder acknowledges by acceptance of City purchase orders for awarded service that the bidder is bound to the terms, conditions and requirements as stated in this document.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The contract shall become effective from the date noted in the Notification of Award letter, which will be mailed to the successful vendor.

Should other trash collection service currently not shown on the bid form be required during the life of the contract, the City reserves the right to seek verbal bids from only the responsive respondents of this Invitation to Bid, and to make an award of these additional items to the lowest responsive, responsible bidder(s) for the remaining life of this contract.

The City's standard payment term is Net-30 Days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

Any questions concerning these specifications should be addressed to the Purchasing Division, Aisha Johnson, at 205-254-2265, between the hours of 8:00 a.m. & 4:00 p.m., Monday through Friday.

The quantities on the bid form are estimated annual usage and are used for bid evaluation purposes only.

City reserves the right to modify service on an as needed basis: Units may be deleted or added; pickup frequency increased or decreased. City makes no guarantee as to the exact number of units, pickups, locations or tonnage of material to be covered under this contract. Rate bid is to include all rental rate, service, dumping fees, state mandated fees for disposal of solid waste, initial delivery and removal of the unit and any and all other items of cost not mentioned, but are considered customary for such service. The City will not pay any additional charges during the term of this contract.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a Non-responsible vendor. This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the service being supplied is not satisfactory and unacceptable.

Each bidder must furnish satisfactory evidence to the City that it has been continuously engaged in the business of collecting, hauling and disposing of non-hazardous and non-infectious solid waste for at least the preceding five (5) years, that it will be able to maintain operations and comply with the general specifications referred to hereinafter under all conditions, and that the bidder has all licenses and permits required to allow it to transport and dispose of non-hazardous and non-infectious solid wastes, including special wastes.

All bidders shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, equipment and expertise to perform the services required. No contract will be awarded to any bidder who, as determined by the City, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, personnel and equipment to conduct and complete the collection, hauling and disposal services in strict accordance with the specifications.

All bidders shall comply with all applicable laws, rules, regulations and ordinances, including, without limitation, solid waste legislation of the State of Alabama, the rules and regulations of the Jefferson County Health Department, and the Federal Motor Carrier Safety Regulations issued by the United States Department of Transportation, Federal Highway Administration, and they will be deemed to be included in the Contract as though written out in full in the Contract.

INSURANCE REQUIREMENTS:

Liability Insurance: For the duration of this contract and for limits not less than stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$2,000,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or per occurrence; and (iii) Workman's Compensation coverage in an amount adequate to comply with statutory requirements. The City's bid number (13-06) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the companies rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work.

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Waiver of Subrogation: Contractor shall require the carriers of the above required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents, or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage: Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be canceled or changed in such a manner as to not comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

Indemnification: Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnatee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnatee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnatee(s).

Safety: The successful vendor(s) ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Vendor(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Vendor(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the work to be done under the Contract. Bidders shall thoroughly examine and be familiar with the specifications.

The bidders shall obtain all information concerning the conditions which may affect their work.

The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to this proposal or to the Contract. The City shall make all such documents available to the bidders.

Contract award to purchase the service covered in this bid document shall be construed under and governed by the law of the State of Alabama and each party thereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the Federal Small Business Administration.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

SERVICE REQUIREMENTS:

Successful bidder shall meet with a representative from each City department requesting service under this contract to discuss their current needs and determine the most efficient way to fill their needs: size unit needed; number of units needed; frequency of pickup service; best location for placement of dumpster(s); best time to empty dumpster – between 6:00 p.m. and 6:00 a.m., normal work hours, etc; etc. Vendor shall provide each department a written document containing names, telephone numbers, fax numbers, and email address to contact when (not if) problems arise. The document should clearly indicate who to contact based on the given situation. Company must guaranty a call back within two hours, during normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, if no one is available at the time the call is placed.

Dumpsters placed in service at City locations must be in good leak proof condition. No rusted out or leaking dumpsters will be allowed for placement. Several City locations deal with food products and dumpsters that allow these products to escape from the dumpster to the physical site create health related problems which are unacceptable. Company shall replace any dumpster when such leakage is detected and reported by City personnel.

Many of the dumpster sites are located in the downtown area where access is limited at times. When a scheduled pickup can not be made, due to any reason, the contractor should note and contact the City department the same or following work day to reschedule the pickup for no later than the next day. The City will not pay for any missed (and not rescheduled) pickups during a billing period. The company shall only bill for the actual number of pickups made. The City reserves the right to deduct a pro-rata amount from any invoice where service was billed but was not provided. Continued missed service shall be grounds to cancel the contract.

Basis of Bid

Proposals for garbage collection shall be based on a weekly per unit rate billed on a monthly basis for the following locations and frequencies of collection:

<u>Location</u>	<u>Address</u>	<u>Qty.</u>	<u>Service Level Size</u>	<u>Frq./Week/Unit</u>
Police Records Bureau	1710 1 st Ave N	1	8 yd	3
B=ham Traffic Division	601 6 th Ave S	1	6 yd	EOW**
North Police Precinct	2600 31 st Ave N	1	6 yd	2
Police Academy	401 6 th Ave S	1	8 yd	EOW**
B=ham City Jail	501 6 th Ave S	2	6 yd	3
B=ham City Jail	501 6 th Ave S	1	8 yd	3
So. Museum of Flight	4343 73 rd St N	1	4 yd	EOW**
B=ham Public Library	Park Place (container mounted on casters)	1	4 yd	5
B=ham Public Library	N B'ham Regional Library (container must lock)	1	2 yd	EOW**
B=ham Public Library	Springville Road	1	4 yd	1
B'ham Public Library/Avondale	509 S 40 th St	1	4 yd	1
B'ham Public Libray/5 Pts W	4812 Ave W	1	4 yd	1
B'ham Public Library/West End	1348 Tuscaloosa Ave SW	1	4 yd	1
Fire Station #32	3995 Hwy 280 E	1	2 yd	1
Fire Station #20	4825 Avenue W, Ensley	1	4 yd	1
Bham St. & San.	Ave V & 46 th Pl	1	4 yd	On Call*
Police Tactical Division	409 6 th Ave S	1	8 yd	1
Bham Museum Of Art	2000 8 th Ave N	1	8 yd	4
Sloss Furnaces	20 32 nd St N	1	6 yd	1
Boutwell Auditorium	1930 8 th Ave N	2	8 yd	3
Bldg. Services Division	1029 33 rd St N	2	8 yd	2

***Note:** For bid evaluation purposes only, bidder is to consider AOn Call@ frequency to be once per month where the week price will be calculated as a one time pickup price multiplied by ¼. More frequent pickups will be calculated using the unit price bid for each additional dump per size container. However, bidder may not charge for months where pickup service was not requested.

****EOW** - Every Other Week- Weekly price will be calculated as a one time pickup price multiplied by ½.

BID FORM

W.E. Caffee
Assistant Purchasing Agent
City of Birmingham, Alabama

Submitted below is my firm bid for dumpster service garbage collection and disposal for the City of Birmingham for one (1) year with month to month extensions thereafter upon mutual consent of both parties, in accordance with your invitation and specifications dated December 27, 2012. I am bidding in accordance with specifications except as listed below.

Service Location		Service Level		Service Charge	
Qty	Address	Size	Freq./Week/Unit	Unit Price/Week	Total/Week
1	Police Records Bureau	8 cu. yd.	3		
1	B=ham Traffic Division	6 cu. yd.	EOW		
1	North Police Precinct	6 cu. yd.	2		
1	Police Academy	8 cu. yd.	EOW		
2	B=ham City Jail	6 cu. yd.	3		
1	B'ham City Jail	8 cu. yd.	3		
1	Southern Museum of Flight	4 cu. yd.	EOW		
1	B=ham Public Library - Park Place	4 cu. yd.	5		
1	B=ham Public Library - North B=ham Regional Library (container must lock)	2 cu. yd.	EOW		
1	B=ham Public Library Springville Road	4 cu. yd.	1		
1	B'ham Public Library – Avondale	4 cu. yd.	1		
1	B'ham Public Library – 5 Pts West	4 cu. yd.	1		
1	B'ham Public Library – West End	4 cu. yd.	1		
1	Fire Station #32	2 cu. yd.	1		
1	Fire Station #20	4 cu. yd.	1		
1	B=ham St. & San.	4 cu. yd.	(On Call)		
1	Police Tactical Division	8 cu. yd.	1		
1	B=ham Museum of Art	8 cu. yd.	4		
1	Sloss Furnaces	6 cu. yd.	1		
2	Boutwell Auditorium	8 cu. yd.	3		
2	Building Services Division	8 cu. yd.	2		
			WEEKLY GRAND TOTAL		\$
				X	52
			ANNUAL GRAND TOTAL		\$

EOW Unit Price/Week is to be calculated as a one time pickup price multiplied by $\frac{1}{2}$.

On Call Unit Price/Week is to be calculated as a one time pickup price multiplied by $\frac{1}{4}$.

Charges for extra dumps (per dump basis)

2-yd container \$_____

4-yd container \$_____

6-yd container \$_____

8-yd container \$_____

Unit Pricing for Possible Future Placements

DUMP FREQUENCY						
SIZE	EVERY OTHER WEEK	1/WEEK	2/WEEK	3/WEEK	4/WEEK	5/WEEK
2-yd	/week	/week	/week	/week	/week	/week
4-yd	/week	/week	/week	/week	/week	/week
6-yd	/week	/week	/week	/week	/week	/week
8-yd	/week	/week	/week	/week	/week	/week

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origin, and acknowledge and agree, that the City encourages minority and women owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City’s business, economic and community revitalization programs.

EXCEPTIONS TO SPECIFICATIONS:

Email Address

Tax ID Number

Name (Print or Type)

Signature

Title

Date of Bid

Company

Street Address

Post Office Box (Zip if different from street address)

City State Zip

Terms of Payment

Delivery Date

Telephone Number

Fax Number